
NOMINEE RESIDENT DIRECTOR AGREEMENT

This AGREEMENT is made this ____ day of _____ 20__:

BETWEEN:

- (1) **ALTERNATE DIRECTOR TESTING PTE LTD** (Company Registration No. 123456789X), a company incorporated in the Republic of Singapore having its registered address at 51 CORPORATION ROAD #QWERTY-82183131 NXT, SINGAPORE 649806 (the “**Company**”);
- (2) **CHENG KAI YIH** (Identification no. 900909-10-9999), a Malaysian citizen with her residential address at 123, Jalan 123, Taman Satu, 51000 KUALA LUMPUR, W.P. KUALA LUMPUR, Malaysia (the “**Principal**”); and
- (3) **IN.CORP GLOBAL PTE. LTD.** (Company Registration No. 201504530W) / **IN.CORP CORPORATE SERVICES PTE LTD** (Company Registration No. 201109974W), a company incorporated in the Republic of Singapore having its registered address at 36 ROBINSON ROAD, #20-01 CITY HOUSE, SINGAPORE 068877 (the “**Service Provider**”).

WHEREAS:

The Principal and the Company wish to appoint the Service Provider to provide certain services under the terms and conditions hereto.

IT IS AGREED AS FOLLOWS:

1. NATURE OF SERVICES PROVIDED

- 1.1 The Principal and the Company has requested that the Service Provider provide the services of certain individual(s), each of whom is hereby appointed to act in the capacity of a nominee resident director of the Company (the “**Nominee Director**”) upon the terms and conditions hereto (the “**Services**”). The consideration for the Services is set out in **Clause 3** of this Agreement.
- 1.2 Subject to the other terms of this Agreement, the Nominee Director is requested to act upon the instructions of the Principal and/or Authorised Person(s) set out under Schedule 1. If there is more than one such person, the Service Provider and/or the Nominee Director may act upon the instructions of any of them.

2. SCOPE OF APPOINTMENT

- 2.1 The Service Provider shall procure the appointment (by it or by one of its related corporations, as defined in the Companies Act 1967 of Singapore (the “**Companies Act**”), referred to hereinafter as a “**Related Corporation**”) of one or more (as specified in this Agreement) individuals that it deems fit to perform the functions of the Nominee Director. Such functions are, generally, to act or refrain from acting in respect of the Company, upon the lawful instructions of the Principal and other Authorised Persons as named in, and in accordance with, this Agreement. These functions include the signing of routine notices, minutes, returns, and other routine documents in compliance with the basic requirements of the Companies Act or any other statutory provisions.
- 2.2 The Nominee Director shall not be deemed or required to be involved in any day-to-day management functions, operations or decision-making, whether explicitly or implicitly, but nothing in this Clause shall restrict the Nominee Director and/or the Service Provider from taking or refraining to take any action in the exercise of its rights under this Agreement or otherwise as each of the Nominee Director and/or the Service Provider deems fit in its sole and absolute discretion in the event of any default by the Company or the Principal under the terms of this Agreement. The Nominee Director shall not give or be required to give any personal guarantees as security for any indebtedness of the Company.

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- 2.3 Subject to **Clause 4** below, and without limiting **Clause 2.2**, the Nominee Director shall sign a directors' resolution:
- (a) upon receipt of the written instructions of the Principal and/or Authorised Person(s) to do so and only after such directors' resolution has been approved and pre-signed by all other directors of the Company; or
 - (b) in the event that the board of directors of the Company (the "**Board of Directors**") consists of only the Nominee Director, upon receipt of the written instructions of the Principal and/or the Authorised Person(s).
- Any liability for the content and implications of any directors' resolution as passed shall remain with the Company, Principal and/or Authorised Person(s).
- 2.4 If such a person nominated by the Service Provider (or its Related Corporation) ceases to be available or suitable as a Nominee Director for whatever reason, the Service Provider shall be entitled to appoint, or procure the appointment of, any other person to replace him/her at its sole and absolute discretion. The Service Provider will inform the Company of such change or proposed change via a Notice given in the manner prescribed under **Clause 7** of this Agreement, and any objection to the new Nominee Director being appointed shall be communicated to the Service Provider in writing within **[seven (7)]** days of such Notice, otherwise the Company will be deemed to have unequivocally accepted the change of Nominee Director.
- 2.5 In the event that the Company rejects the replacement individual and there is no resolution on the appointment of the replacement Nominee Director within **[seven (7)]** days, the Service Provider is entitled to terminate this Agreement in the manner set out in **Clause 8** below.
- 2.6 The Company and the Principal shall, and shall procure that all other necessary persons, pass such shareholders' and directors' resolutions, execute such further documents, agreements, deeds, and do such other actions and things as may be required whether under the Constitution of the Company or otherwise so that full effect may be given to the appointment or change (as the case may be) of the Nominee Director and if applicable, the due appointment of a replacement Nominee Director to the Board of Directors.
- 2.7 Concurrently with the entry into this Agreement, the Company shall further appoint the Service Provider to provide accounts bookkeeping, annual compilation report (unaudited financial statements), corporate income tax, and (if required) GST compliance services to the Company and shall execute the power of attorney in the form as set out under Schedule 2 and delivers the same to the Service Provider.
- 2.8 Each of the Service Provider, any Related Corporation through which any of the Services are provided and each of their directors, agents, employees and the Nominee Director (collectively, the "**Service Provider's Affiliates**") may (and each of the Company and the Principal shall ensure that the Service Provider and any of the Service Provider's Affiliates shall have the right to) at any time receive, read, have access to and take copies of any notice, correspondence, statement, book, record, agreement, cause papers and any other document of the Company. Where the Service Provider or any of the Service Provider's Affiliates (including, without limitation, the Nominee Director) is requested to provide any details of the nature, substance, content or information in such documents, this shall be without responsibility on the part of the Service Provider or the relevant Service Provider's Affiliate (including, without limitation, the Nominee Director). For the avoidance of doubt, the Service Provider and the Service Provider's Affiliates (including, without limitation, the Nominee Director) shall not be held liable for any act or omission in relation to their receipt and/or handling of any of the documents mentioned herein.

3. FEES AND EXPENSES

- 3.1 The Company shall pay the annual fee for the provision of the Services (excluding any other service referred to in this Agreement) by the Service Provider amounting to S\$[●]/- plus GST (the "**Annual Fee**") which is payable to the Service Provider upon the signing of this Agreement for the first 12-month period. Thereafter, the Annual Fee will be payable in advance for each subsequent 12-month cycle. The Annual Fee may be reviewed on an annual basis. The Annual Fee does not include any disbursements and/or out-of-pocket expenses (including legal expenses) incurred by the Service Provider and/or the Nominee Director in the provision of the Services. The Service Provider will render an invoice at the end of each calendar month for these disbursements and out-of-pocket expenses to the Company and/or Principal which shall be payable within [30] days from the date of such invoices. Where any of the Services are provided, or disbursements and/or out-of-pocket expenses have been incurred by a Related Corporation, the Company shall pay such fees, disbursements and/or out-of-pocket expenses which have been incurred by the Related Corporation.
- 3.2 A security deposit of S\$[●]/- (the "**Deposit**") is payable to the Service Provider by the Company upon the signing of this Agreement as security for due performance and observation of all its obligations under this Agreement. The Deposit shall only be refunded to the Company (without interest) within [21] days after the termination or determination of this Agreement (whichever is applicable) and only upon satisfactory completion of the proper and orderly resignation of the Nominee Director, the filling of the vacated Director position by other properly suitable persons to the satisfaction of the Service Provider (in its sole and absolute discretion), and after ensuring all residual obligations and liabilities in any way due to the Service Provider and/or its Related Corporations and any statutory authorities including, but not limited to, the Accounting and Corporate Regulatory Authority, the Inland Revenue Authority of Singapore, Central Provident Fund Board and/or any other statutory boards, have been discharged in full by the Company and/or the Principal. **FAILING WHICH**, the Deposit shall be forfeited by the Service Provider without further notice and without prejudice to any claim which the Service Provider may have for any loss or damage suffered against the Company and/or Principal howsoever arising under this Agreement.
- 3.3 At any time throughout the term of this Agreement, the Service Provider may, in its sole and absolute discretion, apply and use the Deposit towards any of the following:
- (a) to set-off any liability of the Company and/or the Principal to the Service Provider under this Agreement (including, without limitation, any outstanding Annual Fee, expenses and legal expenses incurred by the Service Provider and/or its Related Corporations in the course of providing the Services, and any amount due under any indemnity under this Agreement); and/or
 - (b) the costs of liquidation, winding up or striking off of the Company (or any similar proceedings) in the event of any default in accordance with **Clause 8** by the Company or the Principal under this Agreement and/or termination of this Agreement.
- In such event, the Company and/or Principal shall ensure that the Deposit is reinstated to its full sum within [seven (7)] days from the Service Provider's written notice to do so.
- 3.4 In the event that any invoice issued by the Service Provider is outstanding, the Service Provider and/or Nominee Director is not obligated to act on any instructions of the Principal and/or Authorised Person(s) until all outstanding invoices issued by the Service Provider to the Company have been settled in full.
- 3.5 Late interest charges of [●]% p.a. shall be payable from the due date to date of payment for any outstanding Annual Fees and/or invoices.

4. WRITTEN INSTRUCTIONS

- 4.1 The Principal and/or Authorised Person(s) shall give the Service Provider and/or the Nominee Director written instructions pertaining to all matters of the Company in the manner set out under **Clause 7** of this Agreement. The Service Provider and/or the Nominee Director is entitled to refuse to comply with such written instructions without being liable for loss or damages if, in their sole and absolute discretion, they are of the view that these instructions are illegal, unlawful, fraudulent and/or is in breach of any duties or obligations owed to the Company or third parties whether actual or imputed.
- 4.2 Any changes to the name, identity number, address and specimen signature of the Principal or Authorised Person(s) set out in Schedule 1 must also be notified to the Service Provider in the same manner set out under **Clause 7** of this Agreement.
- 4.3 Where the Service Provider or any of the Service Provider's Affiliates (including the Nominee Director) requests instructions from the Company and/or the Principal, the Company and/or the Principal shall provide a substantive response to such request as soon as possible (and in any event, no later than **21 days** from the date of the request by way of any letter, fax, email or any other attempts at communications with the Principal or the Authorised Person(s) made by the Service Provider or the relevant Service Provider's Affiliate at their last known addresses provided under this Agreement).

5. INDEMNITY, WARRANTIES AND OTHER UNDERTAKINGS

The Company and Principal hereby undertake that they shall jointly and severally:

- (a) indemnify, keep indemnified fully each of the Service Provider and any of the Service Provider's Affiliates (including the Nominee Director), and hold each of them harmless, against all costs, expenses (including any consequential loss or damage), outgoings, claims, fines, demands, liabilities and obligations that any of them shall incur or may incur in any way whatsoever and against all actions, suits, proceedings, claims or demands of any nature whatsoever that are made or may be made against any of them or that are incurred or may be incurred or that arise or may arise directly or indirectly by reason of (a) any act or abstinence of anything done, or services performed by any of them in relation to and pursuant hereto or by reason of any omission or failure to do or perform any act or service which ought to have been done or performed by any of them, (b) any default by the Company and/or the Principal or the failure by the Company and/or the Principal to comply with, or the breach of, any term of this Agreement, or (c) in the exercise of the Service Provider's and/or any Service Provider's Affiliates rights under this Agreement;
- (b) procure and maintain a comprehensive directors' and officers' liability insurance policy or professional indemnity that covers the Nominee Director for the duration of his/her appointment, the terms and amount of such coverage being no less favourable than that for the other directors of the Company;
- (c) at all times use and designate the Service Provider's registered address as the Company's registered address;
- (d) warrant and ensure that all acts required to be done by the Service Provider and/or the Service Provider's Affiliates are legal, ethical and shall comply with all laws affecting or binding upon the Company, the Principal and the Service Provider and/or the Service Provider's Affiliates;
- (e) furnish the Service Provider with an updated list of the legal and beneficial owner(s) of the Company and Shares Register, promptly upon request by the Service Provider or the Service Provider's Affiliates;

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- (f) warrant and ensure that each Authorised Person and each other director has been duly authorised and has the capacity and authority to provide instructions to the Service Provider and/or the Service Provider's Affiliates and that any consent, authorisation or other requirement in order for such Authorised Person and/or director to provide such instructions has been duly obtained and complied with;
 - (g) warrant and ensure that all statements, documents and contracts of whatsoever nature that are the subject of all instructions shall be true, accurate and lawful and that neither the Service Provider's nor any of its Related Corporations' name will be quoted or used in any document or transaction without the Service Provider's express written permission;
 - (h) maintain all compliance records, keep proper accounts and file tax returns, company returns and all papers and documents which are required by law to be filed with any authority, and that all fees and taxes required to be paid by the Company will be duly paid by the Company and/or the Principal without any adverse implications upon the Service Provider or the Service Provider's Affiliates, and to furnish the Service Provider with proof of the same;
 - (i) ensure that the Company's accounts are audited (if required by the Companies Act and any other applicable laws) and that the audited accounts are made available to the Service Provider and/or any of the Service Provider's Affiliates in good time enabling annual general meetings to be held within the time prescribed by the Companies Act and for purposes of the Annual Report compilation;
 - (j) keep the Service Provider and the Service Provider's Affiliates (including, without limitation, the Nominee Director) informed of any and all matters affecting the Company's affairs in general, and in particular, any liabilities, whether actual, potential or contingent, any changes to the constitution of the Board of Directors, other directors or officers or management, and all other information which may be necessary in order for the Service Provider and/or the Service Provider's Affiliates (including, without limitation, the Nominee Director) to carry out the Services;
 - (k) instruct the Service Provider to assist with the applicable filings and lodgements with the Accounting and Corporate Regulatory Authority on any change to the Board of Directors, other directors or officers or management;
 - (l) warrant and ensure that the Company shall not engage in any illegal activities or any activities in contravention of the laws of any country or territory;
 - (m) ensure that the Company conducts its business operations in an ethical manner and complies with all statutory provisions and laws in Singapore in respect of such business operations including but not limited to employment, immigration and tax matters;
 - (n) warrant and ensure that that the Company has obtained all prior written approvals and complied with any conditions imposed thereto from the relevant Government authorities in Singapore should the Company intend to carry on any business in Singapore that requires Governmental approval, such as relevant licenses, permits, building permits and other similar compliance matters, and shall indemnify the Service Provider and the Service Provider's Affiliates (including, without limitation, the Nominee Director) from any such failure to obtain said approvals and/or compliance of any conditions imposed thereto;
 - (o) indemnify the Service Provider and the Service Provider's Affiliates and (where applicable) the Nominee Director for and hold each of them harmless against all legal costs and expenses incurred by the Service Provider and the Service Provider's Affiliates during the term of this Agreement and after its termination, for purposes of enforcing its rights in under this Agreement, including but not limited to seeking legal advice and/or sending letters of demand, regardless of whether or not escalated to proceedings in a court of law or tribunal; and

- (p) ensure that the Company is solvent throughout the term of this Agreement, that its assets shall at all times exceed its liabilities, and provide adequate capital for its commercial activities and its other obligations. In the event the Company intends to cease business for any reason whatsoever, the Principal shall give the Service Provider timely and advanced written notice thereof, of at least **[one (1)]** month prior to the cessation of business. In the event that the Company becomes insolvent, the Principal undertakes that it shall be fully responsible for all debts of the Company, and any taxes and duties that may be payable.

6. JOINT AND SEVERAL LIABILITY

The Principal unequivocally guarantees the due performance and observation of all the Company's obligations under this Agreement. The obligations and liabilities of the Company and the Principal are joint and several, and shall be binding upon their successors whether in law or in effect.

7. NOTICES

- 7.1 Any notices, instructions, consents and/or other communications (each, a "**Notice**") authorising, or required to be given in this Agreement shall be in writing and shall be delivered personally or sent by post or by telefax or transmitted by electronic mail to the respective addresses set out below:-

COMPANY

Address: 51 CORPORATION ROAD #QWERTY-82183131 NXT, SINGAPORE 649806

CHENG KAI YIH

Contact No.: **[•]**

E-mail: Kaiyih.cheng@incorp.asia

Fax: **[•]**

PRINCIPAL

Address: 123, JALAN 123, TAMAN SATU, 51000 KUALA LUMPUR, W.P. KUALA LUMPUR, MALAYSIA

CHENG KAI YIH

Contact No.: **[•]**

E-mail: kaiyih.cheng@incorp.asia

Fax: **[•]**

SERVICE PROVIDER

Address: 36 ROBINSON ROAD, #20-01 CITY HOUSE, SINGAPORE 068877

[Name]

Contact No.: **[•]**

E-mail: **[•]**

Fax: **[•]**

- 7.2 Any Notice may be delivered personally or by prepaid registered or certified post (airmail, if appropriate) or facsimile transmission or by electronic mail and shall be deemed to have been served:-

- (a) if by personal delivery, at the time of delivery; or
- (b) if by mail, within two (2) working days after posting if sent to a local address, or within eight (8) working days if sent to an overseas address; or

- (c) if by facsimile transmission, at the time of transmission if successful transmission of the Notice in full is confirmed by a transmission report generated by the sender's machine, provided that the sender shall also send a further copy of the Notice by mail to the addressee; or
- (d) if by electronic mail, upon receipt by the server of the recipient, as per the timestamp.

8. DEFAULT AND TERMINATION

8.1 The Company and/or the Principal shall be considered to be in default of this Agreement in the event that any of the following occurs:

- (a) whether by reason of their joint and several liability or otherwise, the Company and/or the Principal has not complied with, or there has occurred and remains outstanding a breach of, any term, undertaking or warranty under this Agreement or any other agreement to which the Company or the Principal is a party with the Service Provider and/or any of the Service Provider's Affiliates;
- (b) any representation or statement given by the Company and/or the Principal for the purposes of this Agreement is or is deemed to be untrue and/or incorrect when made;
- (c) any litigation, arbitration, insolvency, regulatory or governmental proceedings are commenced against the Company and not discharged to the satisfaction of the Service Provider (in its sole and absolute discretion) within **[30]** days;
- (d) the Company and/or the Principal is insolvent and/or any step is taken for the winding-up, bankruptcy, liquidation, judicial management, administration, proposal or implementation of a scheme of arrangement, appointment of a receiver or a receiver and manager, or other analogous step is taken in any jurisdiction in relation to the Company and/or the Principal;
- (e) any criminal or other regulatory proceedings, investigations or charges are commenced against the Company, the Principal and/or any Authorised Person(s) and/or any of its other directors or members of management;
- (f) the Company and/or the Principal is a declared company for the purposes of Part IX of the Companies Act;
- (g) the Service Provider is (at its sole and absolute discretion) of the view that the Company, Principal and/or Authorised Person(s) is engaged directly or indirectly in any fraudulent or illegal activities or any form of contravention of the laws of the Republic of Singapore or any other jurisdiction, including but not limited to money-laundering, illegal smuggling of people or goods, acts of terrorism or their financing and any other such activities; or
- (h) the Company and/or the Principal fail(s) to respond to the Service Provider within fourteen (14) days from the date of a final written notice marked for urgent immediate attention of the Company and/or the Principal.

8.2 If the Company and/or the Principal is in default of this Agreement, the Service Provider and/or any of the Service Provider's Affiliates (including the Nominee Director) may at its/their sole and absolute discretion:

- (a) suspend the provision of the Services from time to time without providing any reason nor any prior written notice to the Company and/or the Principal in the event of any breach of this Agreement. Such suspension shall not affect the time period for which the Annual Fee was or has been paid; and/or
- (b) forfeit the Deposit or otherwise apply it in accordance with **Clause 3**; and/or

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- (c) immediately terminate this Agreement with written notice to the Company and the Principal served in accordance with the provisions of **Clause 7** above; and/or
 - (d) take such action or commence any proceedings as the Service Provider and/or any of the Service Provider's Affiliates in its sole and absolute discretion deems necessary or desirable to protect its interests (including, without limitation, the winding up or striking off of the Company subject to applicable laws and/or making any report to the relevant authorities).
- 8.3 Notwithstanding anything in this Agreement, any party may, after the first anniversary of this Agreement, terminate this Agreement by giving the other parties **one (1)** month's written notice of such intention or payment of **one (1)** month's pro-rated Annual Fee in lieu of such notice. Save for the first year of service, the Company may apply any unutilized pro-rated Annual Fee towards payment of the amount due in lieu of notice PROVIDED THAT there are no outstanding amounts due and payable to the Service Provider, the Service Provider's Affiliates and/or relevant statutory authorities.
- 8.4 Upon termination for any reason, the Company and/or Principal shall:
- (a) immediately without demand make payment of all outstanding dues and sums owed to the Service Provider and its Related Corporations;
 - (b) find a suitable person as replacement resident director(s) within **five (5)** working days from the date of such notice of termination or determination of this Agreement whichever is applicable. The Company will take such steps to find a replacement director for the Nominee Director within **10** days from the date of notice of termination or determination of this Agreement whichever is applicable; and
 - (c) upon securing the replacement director, accept the resignation of the Nominee Director and execute all such documents to effect the same and appointment of the replacement director and to notify all relevant authorities of the same.
- 8.5 In the event of either **Clauses 8.2 and/or 8.4**, the Service Provider and the Service Provider's Affiliates (including, without limitation, the Nominee Director) are entitled to and without being liable for any loss or damages to the Company and/or the Principal:
- (a) freeze and/or close the Company's bank accounts in Singapore or elsewhere; and/or
 - (b) take such steps to wind up the Company or strike off the Company from the Accounting and Corporate Regulatory Authority's Registry, subject to applicable laws; and/or
 - (c) to take such necessary action to safeguard the Service Provider and/or the Service Provider's Affiliates (including, without limitation, the Nominee Director) from any liabilities, including but not limited to reporting and/or furnishing evidence to the relevant government/ international authorities.
- 8.6 Without in any way limiting the foregoing, each of the Principal and Authorised Person(s) who is a director of the Company irrevocably and unconditionally consents to the striking off of the Company in the event of the Service Provider's and/or any Service Provider's Affiliate exercise of its rights under this Clause 8.
- 8.7 The Company and the Principal agree that the Service Provider shall not be liable towards the Company and/or the Principal in connection with or arising from any exercise of its rights under **Clauses 8.2 and/or 8.5**, including but not limited to actions taken to wind up or strike off the Company.

8.8 Subject to Applicable Laws, the Company and the Principal shall not have any right to bring a claim against the Service Provider or any of its directors, officers or employees (including the Nominee Director) in connection with or arising from any exercise of the Service Provider's rights under **Clauses 8.2 and/or 8.5**, including but not limited to actions taken to wind up or strike off the Company.

8.9 Any notices that the Service Provider is required to send to the Company in relation to or in connection with any of the Service Provider's rights under **Clauses 8.2 and/or 8.5** shall be sent to the registered office address of the Company unless otherwise agreed in writing.

9. DISCLOSURE AND INFORMATION DISSEMINATION

9.1 The Service Provider and/or the Service Provider's Affiliates (including, without limitation, the Nominee Director):

- (a) shall protect the Company's confidential information from unauthorised dissemination and/or use, and, at a minimum, shall use the same degree of care that it uses to protect its own information; and
- (b) shall not use the Company's confidential information for purposes other than those necessary to directly further the purposes of this Agreement in accordance with its terms.

9.2 The Service Provider and/or the Service Provider's Affiliates (including, without limitation, the Nominee Director) shall not disclose to third parties the Company's confidential information without the prior consent of the Company, unless:

- (a) it is required to disclose such confidential information by any law or by any court, regulatory agency or authority in any jurisdiction;
- (b) such confidential information is already in the public domain at the time of its disclosure or comes into the public domain (other than by reason of a breach of the undertakings given by the Service Provider pursuant to this Agreement); or
- (c) it is already in the lawful possession of the Service Provider and/or the Service Provider's Affiliates without restriction and without any breach of any obligation of confidentiality.

10. MISCELLANEOUS

10.1 This Agreement, together with its annexes, represents the entire agreement between the parties and no amendments or variations to this Agreement shall be legally binding unless made in writing and signed by the parties.

10.2 If any part of this Agreement is found by a court of law to be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the entire Agreement and/or any other part or clause of this Agreement.

10.3 This Agreement, together with its annexes, and all rights and liabilities herein shall at all times be assignable by the Service Provider and shall only be assignable by the Company and/or Principal PROVIDED THAT prior written consent from the Service Provider has been obtained. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

10.4 Notwithstanding any termination or determination of this Agreement, any indemnity provided by the Company and/or the Principal shall survive for the benefit of the Service Provider and each of the Service Provider's Affiliates (including, without limitation, the Nominee Director) in respect of all acts performed by them in the interests of the Company and/or the Principal both during and subsequent to the termination or determination of this Agreement.

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- 10.5 The Service Provider and each of the Service Provider's Affiliates (including, without limitation, the Nominee Director) shall not be liable in respect of anything done, or omitted to be done, by it/him/her unless such act or omission was caused by the gross and negligent default or wilful misconduct on the part of such person. The Service Provider and each of the Service Provider's Affiliates (including, without limitation, the Nominee Director) shall be entitled but not obliged, at any time, to do or refrain from doing any act without reference to the Principal and/or the Authorised Person(s) if it is in the utmost interest of the Company to do so or to refrain from doing so.
- 10.6 The waiver by any party of a breach or default of any of the provisions in this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor any delay or omission on the part of any party to exercise or avail itself of any right that it has or may have herein, operates as a waiver of any breach or default of any other party.
- 10.7 Except as expressly provided in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement, provided always that the Service Provider's Affiliates (including, without limitation, the Nominee Director) shall always have the right to enforce any term of this Agreement which is for its/his/her benefit or which is specified to be applicable to it/him/her.

11. GOVERNING LAW & JURISDICTION

This Agreement, together with its annexes, shall be governed by and construed in accordance with the laws of the Republic of Singapore, and the parties agree to submit to the jurisdiction of the Courts in Singapore.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

The Company

SIGNED by CHENG KAI YIH)
for and on behalf of)
ALTERNATE DIRECTOR TESTING PTE LTD)
in the presence of:)

Name of witness:
Address:

The Principal

SIGNED by CHENG KAI YIH)
in the presence of:)

Name of witness:
Address:

The Service Provider

SIGNED by [NAME])
for and on behalf of the)
IN.CORP GLOBAL PTE. LTD./ IN.CORP)
CORPORATE SERVICES PTE LTD)
in the presence of:)

Name of witness:
Address:

Authorised Person(s)

By signing the below, each Authorised Person(s) confirms and acknowledges the consent given under Clause 8.6 of this Agreement:

SIGNED by [NAME])

)

in the presence of:)

Name of witness:

Address:

SCHEDULE 1**PARTICULARS & SPECIMEN SIGNATURES OF PRINCIPAL(S) AND AUTHORISED PERSON(S)****NAME OF PRINCIPAL(S)**

Name of Principal(s)	Passport /Identity Card No/Company No.	Address	Nominator (Yes/No)	Signature

NAME OF DIRECTOR(S)

Name of Director(s)	Passport /Identity Card No/	Address	Nominator (Yes/No)	Signature
CHENG KAI YIH	900909-10-9999	123, JALAN 123, TAMAN SATU, 51000 KUALA LUMPUR, W.P. KUALA LUMPUR, MALAYSIA		

NAME OF SHAREHOLDER(S)

Name of Shareholder(s)	Passport /Identity Card No/ Company No.	Address	Nominator (Yes/No)	Signature
KARYN LISTED MANY DIRECTORS	20252222222	88, GREAT LANE, HARVARD #88-123, SINGAPORE 06666		

NAME OF AUTHORISED PERSON(S)

Name of Authorised Person(s)	Passport /Identity Card No	Address	Nominator (Yes/No)	Signature

SCHEDULE 2
POWER OF ATTORNEY

By this Power of Attorney given on the _____ day of _____ 20____,

CHENG KAI YIH (Identification no. 900909-10-9999), a Malaysian citizen with her residential address at 123, JALAN 123, TAMAN SATU, 51000 KUALA LUMPUR, W.P. KUALA LUMPUR, MALAYSIA (the "Principal"); and] hereby irrevocably appoints:]

- (a) **MICHAEL SEBESTIAN DAWSON**, authorised representative of **IN.CORP GLOBAL PTE. LTD.** (Company Registration No. 201504530W) / **IN.CORP CORPORATE SERVICES PTE LTD** (Company Registration No. 201109974W) and its affiliated companies, of 36 ROBINSON ROAD, #20-01 CITY HOUSE, SINGAPORE 068877; and
- (b) **LEE WEI HSIUNG**, authorised representative of **IN.CORP GLOBAL PTE. LTD.** (Company Registration No. 201504530W) / **IN.CORP CORPORATE SERVICES PTE LTD** (Company Registration No. 201109974W) and its affiliated companies, of 36 ROBINSON ROAD, #20-01 CITY HOUSE, SINGAPORE 068877,

(the "Attorneys" and each an "Attorney"), in accordance with the following:

1. The Attorneys shall be the true and lawful attorneys of the Principal for and in the name of the Principal to severally exercise all rights, powers and/or privileges which the Principal has or may have as a shareholder of **ALTERNATE DIRECTOR TESTING PTE LTD** (Company registration number 123456789X) (the "Company"), including but not limited to:
 - (a) issuing notice(s) and/or requisition(s) as a shareholder of the Company;
 - (b) voting at any annual general meeting or extraordinary general meeting of the Company or appointing a proxy to vote for the relevant Attorney on its behalf at such meeting;
 - (c) approving or signing any resolution by written means; and
 - (d) exercising shareholder's powers to appoint, remove and/or replace director(s) of the Company,(collectively, the "Shareholder Rights").
2. The Shareholder Rights may be exercised by any Attorney in any of the following situations in accordance with the purposes as provided:-
 - (a) upon the failure and/or neglect of the Principal to take such steps or actions, execute and/or provide such documents to that Attorney as may be necessary to:
 - (i) avoid a default by the Company and/or its director(s) of their respective compliance obligations under the Companies Act 1967 of Singapore and/or the regulations thereunder (the "Act"), within **[14]** days from the issuance of notice in writing from any Attorney and/or any authorised person or representative of **IN.CORP GLOBAL PTE. LTD.** (Company Registration No. 201504530W) / **IN.CORP CORPORATE SERVICES PTE LTD** (Company Registration No. 201109974W) and its affiliated companies (the "Service Providers") to the Principal informing the Principal of the existence of such compliance obligations under the Act; or

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- (ii) remedy or rectify a default by the Company and/or its director(s) of their respective compliance obligations under the Act, within **[14]** days from the issuance of notice in writing from any Attorney and/or any authorised person or representative of the Service Providers to the Principal informing the Principal of the existence of such default in compliance obligations under the Act, any Attorney may exercise the Shareholder Rights strictly for the purpose of procuring the Company's compliance with, remedy and/or rectification of any default(s) under the Act;
- (b) upon the occurrence of any of the following: -
- (i) any event as described under paragraph (a) above having occurred on two (2) or more occasions;
- (ii) the failure and/or neglect of the Principal to take such steps or actions and/or execute and/or provide such documents to any Attorney as may be necessary to remedy or rectify a default under the Act, within **[30]** days from the issuance or communication to the Company and/or its director(s) by the Accounting and Corporate Regulatory Authority of Singapore ("**ACRA**") of any warning letter or notice of default or breach under the Act; or
- (iii) any of the Company or its director(s) is issued with a summons to attend court in relation to a default in compliance of the Company's or director's obligations (as the case may be) under the Act,
- any Attorney may exercise the Shareholder Rights for any of the following purpose(s):-
- (A) to procure the Company's compliance with remedy and/or rectification of any default(s) under the Act; or
- (B) to wind up and/or strike off the Company; and
- (C) any Attorney may exercise the Shareholder Rights at any time to replace as a director of the Company, such director who has been appointed as a director of the Company pursuant to an agreement made between the Company and a Service Provider (the "**Nominee Director**") with any other partner, employee, staff or personnel of the Service Providers (the "**Replacement Nominee Director**").
3. Each Attorney shall be empowered to do all such acts and deeds and severally execute and/or sign all such documents for and in the name of the Principal as may be necessary, required, desirable and/or ancillary to or for the exercise of, or to give effect to, the Shareholder Rights.
4. The Principal agrees to ratify all acts that the Attorneys shall do or cause to be done in the execution of the above and indemnify each Attorney and his estates against all actions, proceedings, claims, costs, expenses and liability of every description arising from the exercise, or purported exercise, in good faith of any of the powers conferred by this Power of Attorney.
5. This Power of Attorney shall be governed by and construed in accordance with the laws of Singapore.
6. The Principal undertakes to promptly procure the Nominee Director's or Replacement Nominee Director's (as the case may be) replacement as a nominee director of the Company upon request in writing by the Attorney and this Power of Attorney and the authority granted to the Attorneys herein shall be coupled with an interest and therefore shall be irrevocable unless and until the Nominee Director or Replacement Nominee Director (as the case may be) has been replaced and the cessation of appointment of such Nominee Director or Replacement Nominee Director has been successfully filed with the ACRA.

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7. This Power of Attorney shall automatically expire upon the Nominee Director and any Replacement Nominee Director ceasing to be a director of the Company.

IN WITNESS WHEREOF this Power of Attorney has been executed as a deed on the day and year first above written.

Signed, Sealed and Delivered by)
CHENG KAI YIH)
in the presence of:)



Name of witness:

Address: